

# *The Village of Northfield*

## REGULAR COUNCIL MEETING

Agenda – September 13, 2017

### **Pledge of Allegiance**

### **Call to Order; Roll Call; Approval of Minutes**

### **Presentation of Petitions, Memorials and Remonstrances**

### **Reports of Municipal Officers:**

Jesse J. Nehez, Mayor  
Tricia Ingrassia, Finance Director  
Richard Wasosky, Engineer  
Brad Bryan, Law Director

### **Department Heads:**

Sgt. John Zolgus, Officer in Charge  
Jason Buss, Fire Chief  
Jason Walters, Service/Building Superintendent

### **Reports of Municipal Boards and Commissions:**

Alan Hipps, Planning Commission  
Mayor Nehez, Recreation Board  
Beatrice Greenlee, Cemetery Board

### **Reports of Standing Committees:**

Nicholas Magistrelli, Finance  
Alternate, Roads and Public Works  
Renell Noack, Health and Welfare  
Gary Vojtush, Wages and Working Conditions  
Jennifer Domzalski, Fire and Safety  
Alan Hipps, Buildings and Grounds

### **Legislation:**

**2017-65** – An Emergency Ordinance Amending Sections 660.17 and 660.18 of the Codified Ordinances Relating to Weed and Grass Control (Third Reading)

**2017-68** – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of John Zolgus as Chief of Police (First Reading)

**2017-69** – An Emergency Resolution Authorizing the Mayor to Extend the senior Center Lease Agreement Between the Village, Northfield Center Township, Sagamore Hills Township and Epiphany Lutheran Church (First Reading)

**2017-70** – An Emergency Resolution Authorizing Certain Amendments to the 2017 Appropriation Resolution and/or Transferring Items Already Appropriated in that Resolution (First Reading)

**Old Business; New Business; Announcements; Adjournment**

**VILLAGE OF NORTHFIELD ORDINANCE NO. 2017-65**

**AN EMERGENCY ORDINANCE AMENDING SECTIONS 660.17 AND 660.18 OF THE  
CODIFIED ORDINANCES RELATING TO WEED AND GRASS CONTROL**

WHEREAS, in order to uniformly address offensive weeds and offensive grass on occupied and vacant parcels of land in the interests of public health and safety and aesthetics, the Mayor and Council desire to amend Sections 660.17 and 660.18 of the Codified Ordinances.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein amends Sections 660.17 and 660.18 of the Codified Ordinances relating to weed and grass control.

SECTION 2. That the rest and remainder of the Codified Ordinances shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Ordinance were taken in an open meeting of this Council or any of its legal committees and/or were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public health, safety, and welfare of the residents of the Village of Northfield, for the reason that it will enhance the aesthetic appearance of the Village, aid in the protection of Village residents, and assist with the operation of a Municipal department, and this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day  
of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Nicholas Magistrelli, Pres. Pro-Tem of Council

\_\_\_\_\_  
Jesse J. Nehez, Mayor

Approved as to Legal Form.

\_\_\_\_\_  
Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Tricia Ingrassia, Clerk of Council

**660.17 WEED AND GRASS CONTROL.**

(a) Intent. The intent of this section is to uniformly address offensive weeds and offensive grass on occupied and vacant parcels of land in the interests of public health and safety and aesthetics. Enforcement shall be deemed necessary as a means of reducing pollen, litter, the spread of weeds, nuisance animals in populated areas, and blighting. It is not the intent of this section to establish standards for lawn care.

(b) Offensive Grass Defined. As used in this section, "offensive grass" means grass that has attained a height of over six inches on any parcel of land in the Municipality after April 30 of any year. Grass exceeding six inches in height is hereby determined to be a public nuisance.

(c) Offensive Weeds Defined. As used in this section, "offensive weeds" means weeds that either: exceed six inches in height, contain mature seeds, are ready to spread, are located in gardens or flower or other beds, and/or are considered invasive weeds.

(d) Removal of Offensive Weeds and Offensive Grass by Owner or Occupant.

(1) No owner or occupant in possession or control of any parcel of land in the Municipality with a single family residential zoning classification, whether the parcel is improved or unimproved or occupied or vacant, shall fail to keep the entirety of such parcel, or any public right of way or tree lawn abutting such parcel, free from offensive grass and offensive weeds exceeding six inches in height as defined above.

(2) No owner or occupant in possession or control of any parcel of land in the Municipality with a zoning classification that is other than a single family residential zoning classification, whether the parcel is improved or unimproved or occupied or vacant, shall fail to keep the entirety of such parcel, or any public right of way or tree lawn abutting such parcel, free from offensive grass and offensive weeds as defined above.

(3) The Building and Zoning Inspector may exempt certain parcels that are more than two acres in size, either in whole or in part, from the requirements of subsection (c)(1) of this section, so long as the following conditions are met:

(i) The offensive weeds and offensive grass are deemed not to negatively impact neighboring properties and the neighborhood;

(ii) All of the area within one hundred feet of any public or private roadway, side adjacent properties, and areas abutting active and maintained parcels is maintained at a height of six inches or less; and

(iii) All of the area within one hundred feet of any residential or commercial building is maintained at a height of six inches or less.

(4) The Building and Zoning Inspector, or his or her designee, shall cause an annual notice to be published prior to April 15 of each year in a newspaper of general circulation in the Municipality, notifying property owners and occupants of the requirements of this ordinance.

~~(a) — Any person who owns or has charge of land within the Municipality shall keep such property free and clear from all noxious weeds and shall be required to cut all such noxious weeds on the lot or lots owned or controlled by him or her. In addition, weeds or grass which exceeds eight inches in height shall be cut.~~

~~(be) Procedure for Notice and/or Removal by Municipality. Upon information that offensive weeds or offensive grass noxious weeds are growing on land within the Municipality and are about to spread or mature seeds, or that weeds or grass present on such land exceeds eight inches in height, written notice shall be provided to the owner and/or person occupant having control of such parcel land that noxious offensive weeds or offensive grass are growing exist upon such land, or that weeds or grass upon such land exceeds eight inches in height, and that the same must be cut and/or destroyed within five days of the receipt of such notice. The written notice shall be sent by certified mail, return receipt requested, to the proper address; sent by registered mail to the proper address; hand-delivered to a resident of the property; or affixed to the front door or other conspicuous place on the property or front side of the primary structure on the property. In addition, notice may also be provided by placing a single notice in a newspaper of general circulation within the Municipality. Only one notice per calendar year is required per parcel. If, after notice has been provided in accordance with this ordinance, the Building and Zoning Inspector determines that a subsequent violation has occurred on a particular parcel, the Building and Zoning Inspector may proceed with any action permitted by this ordinance without any further notice being required.~~

~~(ef) If the owner, occupant, or person having charge of the land mentioned in subsection (b) hereof parcel in violation of this ordinance fails to comply with the notice to cut and/or destroy such offensive weeds or offensive grass, the Mayer Building and Zoning Inspector shall may request the Police Department to issue a citation to the property owner and/or occupant and/or the Building and Zoning Inspector may cause such offensive weeds or offensive grass to be cut and/or destroyed by employing the necessary labor and equipment to perform such tasks to bring the property into compliance with this ordinance. In such event, all expenses incurred therefor shall, when approved by Council, be paid out of moneys in the Municipal Treasury not otherwise appropriated and charged back to the owner of the lot as designated below. The charge for cutting and/or destroying the offensive weeds and/or offensive grass shall be one hundred dollars (\$100.00) per man hour and shall be charged back to the owner of the lot parcel.~~

~~(dg)~~ After the offensive weeds and/or offensive grass ~~described in subsection (e) hereof in violation of this ordinance~~ have been cut and/or destroyed by the Municipality, the Administrative Clerk shall send a statement to the owner of the ~~lot~~ parcel demanding payment for the costs incurred by the cutting and/or destroying of such offensive weeds and/or offensive grass. If payment is not received by the Municipality within thirty days from the date of mailing such notice, a penalty of one hundred dollars (\$100) shall be imposed upon the owner of the ~~lot~~ parcel and added to the above charges. Council shall then make a written return to the County Auditor Fiscal Officer of its action under subsections ~~(be)~~ and ~~(ef)~~ hereof, showing the total charges for ~~postage and/or placing the aforesaid notice to the newspaper, if any~~ the performance of the labor along with any fees related to the enforcement action, together with a proper description of the premises upon which these services were performed. Such amounts shall be entered upon the tax duplicate, shall be a lien upon the ~~lot~~ parcel from the date of entry and shall be collected as other taxes are collected and returned to the Municipality by the County Auditor Fiscal Officer. Such remedy shall be in addition to the ~~penalties~~ provided in subsections (ef,g, and/or h) hereof.

~~(eh)~~ Whoever violates this section is guilty of a minor misdemeanor and shall be subject to the penalty provided in Section 698.02.

**660.18 DUTY TO CUT AND KEEP CLEAN GRASS PORTIONS OF STREET OR ROAD RIGHTS-OF-WAY.**

(a) No owner or occupant of lands abutting a State, County, or Village-owned street or roadway right-of-way, with the exception of State limited access highway rights-of-way, shall fail to keep the grass portion of the right-of-way free from noxious offensive weeds, debris, or nuisances. In addition, weeds or grass that exceed eight six inches in height shall be cut, and grass and weeds in the sidewalk areas shall be removed or destroyed. This section shall not pertain to grass that is located in the median of a divided highway or roadway.

(b) Whoever violates this section is guilty of a minor misdemeanor. In addition, whoever violates this section shall be subject to the requirements, penalties, and remedies set forth in Section 660.17 ~~pertaining to weed control~~.

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2017-68  
AN EMERGENCY RESOLUTION CONFIRMING THE MAYOR/DIRECTOR OF  
PUBLIC SAFETY'S APPOINTMENT OF JOHN ZOLGUS AS CHIEF OF POLICE**

WHEREAS, the position of Chief of Police is presently vacant; and

WHEREAS, the Mayor/Director of Public Safety desires to appoint Sergeant/Officer in Charge John Zolgos to the position; and

WHEREAS, John Zolgos' over twenty-three years of experience with the Village Police Department, with thirteen of those years served at the rank of Sergeant, satisfies the required experience threshold to hold the position set forth in Charter Section 8.03; and

WHEREAS, Section 8.03 of the Village's Charter provides that the Chief of Police shall be appointed by the Director of Public Safety subject to confirmation of a two-thirds vote of those members elected or appointed to Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, State of Ohio:

SECTION 1. That the Mayor/Director of Public Safety's appointment of John Zolgos to the position of Chief of Police is hereby confirmed effective immediately. The salary for the Chief of Police shall be \$77,966.13 per annum, prorated based upon the appointment date.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and/or were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is necessary for the proper operation of a municipal department, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

RESOLUTION NO. 2017-68  
PAGE TWO

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Nicholas Magistrelli, Pres. Pro-Tem of Council

\_\_\_\_\_  
Jesse J. Nehez, Mayor

Approved as to Legal Form.

\_\_\_\_\_  
Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Tricia Ingrassia, Clerk of Council



**VILLAGE OF NORTHFIELD RESOLUTION NO. 2017-69**  
**AN EMERGENCY RESOLUTION**  
**AUTHORIZING THE MAYOR TO EXTEND THE SENIOR CENTER LEASE**  
**AGREEMENT BETWEEN THE VILLAGE, NORTHFIELD CENTER TOWNSHIP,**  
**SAGAMORE HILLS TOWNSHIP, AND EPIPHANY LUTHERAN CHURCH**

WHEREAS, the Village, Sagamore Hills Twp., and Northfield Center Twp., want to extend the senior center lease agreement with Epiphany Lutheran Church for an additional six month period from July 1, 2017 through December 31, 2017.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby and herein retroactively authorizes the Mayor to extend the lease agreement between the Village, Sagamore Hills Twp., Northfield Center Twp., and Epiphany Lutheran Church for the operation of a senior center at Epiphany Lutheran Church for the period from July 1, 2017 through December 31, 2017, on each Wednesday from 10:00 a.m. to 4:00 p.m. The Village's financial contribution in connection with the within agreement for the period in question is \$1,500.

SECTION 2. That Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Resolution were taken at an open meeting of this Council, and all deliberations of this Council and/or any committees that resulted in those formal actions were taken in meetings open to the public and/or in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will permit a popular senior social activity to continue, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

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Nicholas Magistrelli, Pres. Pro-Tem of Council

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Jesse J. Nehez, Mayor

Approved as to Legal Form.

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Nicholas Magistrelli, Pres. Pro-Tem of Council

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Jesse J. Nehez, Mayor

Approved as to Legal Form.

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Bradric T. Bryan, Director of Law

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\_\_\_\_\_  
Tricia Ingrassia, Clerk of Council

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** made this \_\_\_\_\_ day \_\_\_\_\_, 2017 at \_\_\_\_\_, Ohio, by and between **EPIPHANY LUTHERAN CHURCH**, located at 10503 Valley View Road, Northfield Center, Ohio 44067, is hereinafter called "LESSOR", and **NORTHFIELD CENTER TOWNSHIP, VILLAGE OF NORTHFIELD, AND SAGAMORE HILLS TOWNSHIP**, called "LESSEE."

**DESCRIPTION, USE AND TERM:** LESSEE shall use the premises known as the downstairs room of 10503 Valley View Road, Northfield Center, Ohio, being a space with a maximum occupancy of \_\_\_\_\_ persons each Wednesday for the period of July 1, 2017 through December 31, 2017 from 10:00 A.M. to 4:00 P.M., one (1) day a week to be used as a "SENIOR CENTER".

**RENT:** LESSEE shall pay LESSOR at such address as LESSOR will direct, or at such other place as the LESSOR shall designate from time to time in writing as rent for the leased premises the amount as follows: Four Thousand Five Dollars (\$4,500.00) for the six (6) month period of July 1, 2017 through December 31, 2017, with each individual LESSEE contributing One Thousand Five Hundred Dollars (\$1,500.00) each shall pay towards said rent in advance of said period.

**INSURANCE:** LESSOR has liability insurance for the premises through Church Mutual and shall continue to provide and maintain such liability insurance and provide a copy of the Declaration Page to each of the LESSEES during the period of this Lease. LESSOR shall covenant that it will continue to maintain such insurance throughout the term of this Lease

**UTILITIES:** LESSOR shall during the term hereof pay all charges for utilities including water charges, including sewer charges.

**REPAIRS:** LESSOR shall make all necessary repairs, interior and exterior, in and about the demised premises at their own expense, including routine maintenance, heating and air conditioning, snow and ice removal.

**ALTERATIONS, IMPROVEMENTS AND FIXTURES:** LESSEE shall not add or alter the leased premises or install fixtures or signage of any type thereon.

**DEPOSIT:** There shall be no security deposit.

**SURRENDER OF PREMISES:** LESSEE agrees to and shall, on expiration or sooner termination of the term hereof or of any extended terms hereof, promptly surrender and deliver the leased premises without demand therefore in good condition, ordinary wear and tear expected and deliver the keys to the LESSOR.

**DEFAULT BY LESSEE:** If LESSEE shall fail to pay any rent due hereunder within ten (10) days after the same shall be due, or shall remain in default under any other condition of this Lease for a period of three (3) days after written notice from LESSOR, or should any other person than LESSEE secure possession of the premises, or any part thereof by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever,

LESSOR may at its option, without notice to LESSEE, terminate this Lease, or in the alternative, LESSOR may re-enter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass and relet the premises or any part thereof, for all or any part of the remainder of said term, to a part satisfactory to LESSOR and at such monthly rental as LESSOR may with reasonable diligence be able to secure. All rights and remedies of LESSOR under this Lease shall be cumulative, and none shall exclude any other right or remedy at law.

**CONDEMNATION:** If during the term of this lease, all of the leased premises should be taken for any public use by right of eminent domain or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the unexpired portion of this lease effective as of the date of taking of said premises by the condemning authority.

**GENERAL PROVISIONS:**

(a) **NOTICES AND ADDRESSES:** All notices provided to be given under this Agreement shall be given by certified mail or registered mail, addressed to the property party at the address of the party.

(b) **OHIO LAW TO APPLY:** This Agreement shall be construed under and in accordance with the laws of the State of Ohio, and all obligations of the parties created hereunder are performable in Summit County, Ohio.

(c) **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such valid, illegal or unenforceable provision had never been contained herein.

(d) **SOLE AGREEMENT OF THE PARTIES:** This Lease constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreement between the parties respecting the within subject matter.

(e) **AMENDMENT:** No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing dated subsequent to the date hereof and duly executed by the parties hereto.

(f) **WAIVER OF DEFAULT:** No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed to be a waiver of any breach of the same or any other term, condition or covenant contained herein.

(g) **EXCUSE:** Neither LESSOR nor LESSEE shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by any act of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within control of the LESSOR or LESSEE and which by the exercise of due diligence LESSOR or LESSEE is unable, wholly or in part, to prevent or overcome.

(h) **SUBORDINATION:** This Lease and any extensions of the terms hereof shall be

subordinate, at the option of LESSOR, to any and all encumbrances given by LESSOR.

The undersigned LESSOR and LESSEE hereto execute this Agreement as of the day and year first written above.

**"LESSOR"**  
**EPIPHANY LUTHERAN CHURCH**

By: \_\_\_\_\_  
X

State of Ohio                    )  
  ) S.S.  
County of \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared **WILLIAM LUPICA, TRUSTEE of EPIPHANY LUTHERAN CHURCH**, who acknowledged that he did sign the foregoing instrument and that said instrument is his free act and deed as authorized by **EPIPHANY LUTHERAN CHURCH**.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**"LESSEE"**  
**NORTHFIELD CENTER TOWNSHIP**  
**BOARD OF TRUSTEES**

By: \_\_\_\_\_  
X

State of Ohio                     )  
  ) S.S.  
County of \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_ as authorized by **NORTHFIELD CENTER TOWNSHIP**, who acknowledged that they did sign the foregoing instrument and that said instrument is their free act and deed as authorized by said governmental entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**"LESSEE"**  
**VILLAGE OF NORTHFIELD**

By: \_\_\_\_\_  
X

State of Ohio                    )  
  ) S.S.  
County of \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_ as authorized by **VILLAGE OF NORTHFIELD**, who acknowledged that they did sign the foregoing instrument and that said instrument is their free act and deed as authorized by said governmental entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_

**"LESSEE"**  
**SAGAMORE HILLS TOWNSHIP**  
**BOARD OF TRUSTEES**

By: \_\_\_\_\_  
X

State of Ohio                    )  
  ) S.S.  
County of \_\_\_\_\_ )

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_ as authorized by **SAGAMORE HILLS TOWNSHIP**, who acknowledged that they did sign the foregoing instrument and that said instrument is their free act and deed as authorized by said governmental entity.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
My Commission Expires \_\_\_\_\_



**VILLAGE OF NORHTFIELD RESOLUTION NO. 2017-70**

**AN EMERGENCY RESOLUTION AUTHORIZING CERTAIN AMENDMENTS TO THE  
2017 APPROPRIATION RESOLUTION AND/OR TRANSFERRING ITEMS ALREADY  
APPROPRIATED IN THAT RESOLUTION**

WHEREAS, as the result of certain occurrences, information, and expenditures, amendments to the year 2017 Appropriation Resolution and/or transfers of items already appropriated in the Appropriation Resolution are required.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That in order to provide for certain expenditures during the 2017 calendar year, Council hereby and herein authorizes the amendments to the Year 2017 Appropriation Resolution and transfers of items already appropriated in the Year 2017 Appropriation Resolution in the amounts and to the funds set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. That all formal actions of the Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that this action is required by state law and is necessary for the operation of the Village government, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Nicholas Magistrelli, President Pro-Tem of Council

\_\_\_\_\_  
Jesse J. Nehez, Mayor

Approved as to Legal Form

\_\_\_\_\_  
Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Tricia Ingrassia, Clerk of Council